



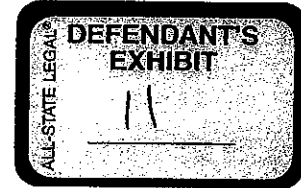
# ARMY FLEET SUPPORT

October 15, 2004

Mr. Samuel P. Houston

Crestview, FL  
Badge# 014332

**REDACTED**



Dear Mr. Houston,

Our records indicate you are on a medical leave of absence effective 09/03/04. Therefore you are being transferred to the Inactive Department for the period you are receiving Short Term Disability (STD) benefits. Before you return to work you must provide a written release from your doctor to Personnel which specifies any restrictions applicable to you.

To ensure no interruptions in the receipt of your STD benefits, a completed Supplementary Report must be submitted to Personnel, 234 Donnell, Daleville, every 30 days (Bargaining Unit Employees refer to CBA Article 5.3).

To ensure no interruptions in coverage, your monthly premiums must be made payable to AFS and submitted to Personnel, P.O. Box 620309, Ft. Rucker, AL 36362-0309 by the 25th of the preceeding month for which the premium is due. Any premiums not paid by the 10th of the month for which they are due will be subject to a deduction from leave accruals.

**PLEASE NOTE:** Your initial payment of \$ 81.21 is due immediately. This payment is for insurance benefits through the month of October

Health Insurance:	\$	
Vision Insurance:	\$	8.34
Dental Insurance:	\$	42.13
Optional Life (Employee):	\$	5.38
Optional Life (Dependent):	\$	6.33
Personal Accident Insurance:	\$	4.00
Monthly Premium Due:		
(Beginning Nov. payable 25th of prior month):	\$	<u>66.18</u>

Please call 334-598-0413 if you have any questions. We wish you a speedy recovery.

Thank you,

*Lisa M. Beasley*

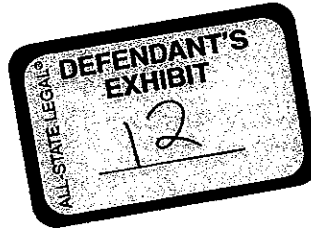
Lisa M. Beasley  
Human Resources Representative

Original: Employee  
Copy: Disability File





DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS 96<sup>TH</sup> AIR BASE WING (AFMC)  
EGLIN AIR FORCE BASE FLORIDA



Date: 12/17/04

To Whom It May Concern:

HOUSTON, SAMUEL P. is being followed by our clinic for chronic back problems. He should have a change of position at work to something other than aircraft mechanic due to this condition, as this position seems to exacerbate the pain.

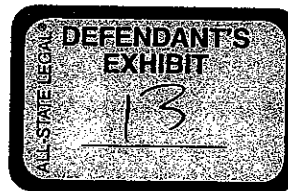
Thank You,

Timothy J Kosmatka, M.D.  
Major, USAF, MC  
Flight Commander, Family Health  
Eglin AFB, FL  
Comm. (850) 883-9198  
DSN 875-9198  
Fax (850) 883-8869



Board Certified Neurosurgeon  
Spine and Brain Surgery

January 13, 2005

**REDACTED****RE: HOUSTON, Samuel**  
**DOB:**

To whom it may concern,

I am writing this letter to outline my assessment and treatment of low back pain and lower extremity pain that my patient, Mr. Samuel Houston, has experienced.

I initially saw Mr. Houston on October 13, 2004 when he presented with severe left low back pain, left buttock pain, left posterior thigh pain, and distal left lower extremity pain and paresthesias. Prior to this, Mr. Houston had a past medical history that was significant for a very long history of low back pain and right leg pain, dating back to approximately 1977 with the patient having had a 22-year history of back pain and right leg pain.

While the patient was still on active duty in the Air Force, he finally underwent surgery for his low back at Kessler Air Force Base around January of 2000. At that time, the patient, by report, underwent an L4-5 discectomy for right-sided sciatica and a foot-drop.

The patient did have improvement in his low back pain and right lower extremity symptoms following that operation.

The patient then had the more recent new onset of left low back pain and left lower pain, paresthesias and weakness in August of 2004. An MRI of the lumbosacral spine from September 7, 2004 showed disc bulge/protrusions and disc/osteophyte complexes from L2-3 down through L5-S1. At L4-5, there was a broad-based disc bulge/protrusion with posteromarginal osteophytes and facet hypertrophy, resulting in significant spinal stenosis and significant lateral recess stenosis. The patient also had scar tissue and adhesions from previous surgery at L4-5.

Mr. Houston underwent microscopic decompressive laminectomies, medial facetectomies, and foraminotomies at L3, L4, L5 and S1 to decompress the nerve roots and thecal sac, along with a re-do left L4-5 microdiscectomy to decompress the left L4 and L5 nerve roots with neurolysis of scar tissue and adhesions from previous spinal surgery on November 10, 2004.

He has had improvement in his left lower extremity since this most recent surgery.

Mr. Houston still continues to have muscle spasms and aching in his lower back, particularly when he has been up on his feet for any significant period of time. Mr. Houston has been on a

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HOUSTON, Samuel

01/13/2005

long course of narcotic analgesics including fentanyl patches and he is on a tapering dose of these narcotic fentanyl patches.

Mr. Houston also gets intermittent paresthesias radiating into his right upper extremity involving the second, third, fourth and fifth digits and also some intermittent shock-like sensations radiating from his neck down into his spine.

I would recommend Mr. Houston not return to doing heavy mechanical aircraft work as he has had two disc herniations at L4-5 requiring surgery and he would be at increased risk for recurrent disc herniations if he were to perform strenuous, heavy physical activities that might strain or injure the lower back.

Furthermore, Mr. Houston does have MRI evidence of disc/osteophyte complexes from L2-3 down through L5-S1, and additional stresses and strains on the lower back might cause progression and disease of some of those disc levels, as well.

I would recommend Mr. Houston be retrained for a position that would allow him a more sedentary job so as to avoid any additional stresses and strains that might re-injure his lower back or cause further injury to other degenerated disc levels.

I appreciate your kind consideration of my patient.

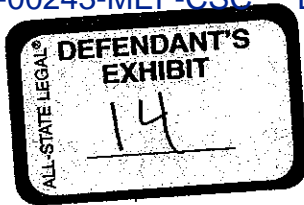
Sincerely,

  
Thomas J. Manski, M.D.

TJM/mlw







Thomas J. Manski, M.D., P.A.

Board Certified Neurosurgeon

350 Racetrack Road

Fort Walton Beach, FL 32547

Tel: (850) 863-2300

Fax: (850) 863-2369

DEA # BM6436251

NAME Houston, Samuel P

ADDRESS \_\_\_\_\_ DATE 3-10-05

Rx Patient may return to work  
as of MARCH 14, 2005.

No lifting more than 25 pounds.

No climbing, No standing more than

1 1/2 hours, No prolonged sitting more

than 1 1/2 hours, No bending at the  
waist to lift, pull, twist, or push  
to prevent re-injury to lower back.

☐ LABEL These restrictions are permanent.

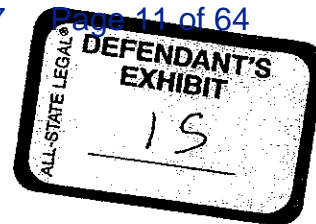
REFILL \_\_\_\_\_ TIMES

T. Manski M.D.



## ARMY FLEET SUPPORT

## RETURN TO WORK SLIP

DATE: 03-14-05

TIME: \_\_\_\_\_

Last Day Worked: 09-02-04☒ Short-Term Disability☒ FMLA☐ OTJ Injury (use only if no Medical Pass)☐ Other

EMPLOYEE NAME	NUMBER	CLASSIFICATION	LOCATION/SHIFT
<u>Houston, Samuel</u>	<u>014332</u>	<u>Ac Mech.</u>	<u>ATTC 2</u>

☐ Authorized to return to work with NO RESTRICTIONS on \_\_\_\_\_☐ Presently working and released from RESTRICTED/LIGHT DUTY on \_\_\_\_\_☒ Authorized to return to work on 03-14-05 with the following RESTRICTION/  
LIGHT DUTY: See attached☐ Able to Accommodate Medical Restriction(s)? ☐ Can ☒ Cannot• Per Field Representative (name/title): Don Donley - ATTC• Date: Bill Parsons - Lowe• Comments: Larry Warkin - Cairns☐ Prescribed Medications Bob Chipman - Knox• Non Narcotics: Valium - Flo• Narcotics: Valium - Flexril - Motrin 800mg**\*\*Narcotic Drugs cannot be taken within 6 hours of shift start time nor during shift\*\***Employee Initials: [Signature]

An employee returning with restrictions or assigned to light duty will not be entitled to work overtime in accordance with Article 11.1 of the Collective Bargaining Agreement, until Personnel receives a statement from the doctor stating the employee may return to normal duties.

Employees on Restricted Duty will be by-passed when scheduling or polling for overtime. If asked, the employee must refuse the overtime. In either case, whether by-passed, or asked and refused, the employee is not charged.

Manager, Personnel Services \_\_\_\_\_

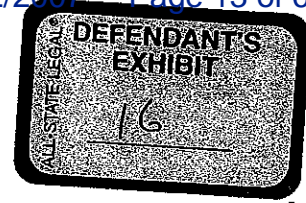
Benefits / Worker's Comp Representative Penny Westrick 015702Original: Personnel File  
Copies: Finance & Accounting  
Department Head  
EmployeeForm 01-288  
Rev. 1/30/04☒ Notified

Date: \_\_\_\_\_

Method: ☐ Email ☐ Fax ☐ PhoneHouston v. L3 Communications  
PL Initial Disc & RFP  
020

POC: \_\_\_\_\_





July 7, 2005

**REDACTED**

Mr. Samuel Houston

Crestview, FL

Dear Mr. Houston:

I appreciate your efforts in identifying the misunderstanding surrounding the interpretation of our "administrative termination" status codes. As discussed with you in the past on several occasions, this terminology is as old as the Ft. Rucker Maintenance Contract and, until now, no one realized the confusion this misleading terminology might create. Since you brought this potential for confusion to our attention, we have changed the terminology from "administrative termination" to "inactive-medical".

As addressed in previous conversations with Mr. Bob Whitney, Compliance Officer, and Mrs. Penny Westrick, Benefits Coordinator, the term "administrative termination" did not mean that your employment was terminated. Rather, it merely meant that your active status within the organization had been changed to inactive. It was a method by which your changed employment status could be tracked in our computer data base - nothing more. We are currently working with the Information Technology Systems office to recode the database to reflect the new terminology on all of our database forms. As soon as the system is updated, we will send you a copy of the replacement forms from your personnel file to reflect this new terminology.

As you are aware, your conditions of employment are governed by a Collective Bargaining Agreement (CBA) and you, the union leadership and AFS management must all follow the procedures described in this document. One such article requires you to submit a request for reclassification (Section 35.2 (a) and 35.2(b) of the CBA). AFS has no record of you formally requesting an alternate job classification or submitting any of the CBA required documentation requesting to reclassify to another job during the time frame allowed by the CBA. However, the Company DOES have record that the HR staff offered you the opportunity to reclassify, but you rejected this assistance. Returning to work as an aircraft mechanic before being considered as an Aircraft Scheduler was never a requisite for your reclassification. During your meeting with

members of the Human Resources staff, you made it clear that you did not want to return in any capacity other than an aircraft mechanic. You confirmed the company's recommendations and attempt to assist you with reclassification, which you declined, in your recent complaint to the OFCCP.

Unfortunately, time limitations to submit a reclassification request, in accordance with the CBA (Section 35.1) expired on March 19, 2005 AFTER the company attempted to assist you in reclassifying on March 14<sup>th</sup>. Any effort on the part of the company to accept your reclassification paperwork after March 19, 2005 would violate the CBA.

I recommend that you involve your Union leadership, as required in Article 7 of the CBA, in assisting you with a fair resolution that meets CBA guidelines. As mentioned above, the Company is not at liberty to violate the terms of the CBA in this or any other matter, and I strongly encourage you to work with Union leadership in order to establish a determination of your reclassification opportunities.

Again, thank you alerting us to the potential for confusion surrounding the old terminology used on this contract for decades when inactivating an employee in our database files. We anticipate having the system adjusted, and the changes made within the next 2-3 weeks. You are more than welcomed to make an appointment to review your personnel file to ensure that your paperwork is in order and that adjustments in the terminology mentioned above have been adjusted accordingly.

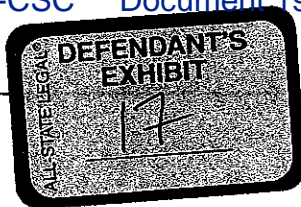
I wish you success in future endeavors.

Sincerely,



Darlene Whelan  
Director, Human Resources



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## **AGREEMENT**

### **1 PARTIES TO THE AGREEMENT**

THIS AGREEMENT entered into at Fort Rucker, Alabama, effective the 6<sup>th</sup> day of May, 2002 by and between **DYNCORP TECHNICAL SERVICES, LLC**, Fort Rucker Division (herein "Company") and **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**, and its Local Lodge No. 2003 (herein "Union") as representative for the purpose of collective bargaining for the employees hereinafter defined, located at Fort Rucker and Daleville, Alabama. Said parties agree as follows:

### **2 PURPOSE**

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this Agreement.

### **3 EMPLOYEE DEFINED**

The term "employee" or "employees" as used in this Agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining units described in the Recognition Article, and this Agreement shall apply only to such employees. Any terms denoting the masculine gender used herein such as "he" or "his" shall refer both to male and female employees of the Company.

### **4 ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and can be changed or modified only by a document in writing signed on behalf of both parties hereto.

### **5 SUCCESSORSHIP**

This Agreement shall be binding upon the corporate successors and assigns of the Company.

### **6 SUB-CONTRACTING**

The Company shall not subcontract with other persons, organizations or companies for the performance of any portion of the work performed by Bargaining Unit personnel prior to notifying and bargaining with the Union on the effects of the Company's decision. Such decision shall not contribute to the layoff of Bargaining Unit employees. This in no way infringes on the Government's right to subcontract work, or to direct the Company to subcontract work.

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**ARTICLE 1 RECOGNITION**

**1.1 BARGAINING UNITS**

DYNCORP TECHNICAL SERVICES, LLC. Fort Rucker Division (hereinafter Company), recognizes Local Lodge No. 2003, International Association of Machinists and Aerospace Workers, AFL-CIO, (hereinafter Union), as the exclusive collective bargaining representative for the following bargaining units:

**1.1(a)** All of the Company's production and maintenance employees, including plant clerical employees, quality technicians and/or inspectors and lead employees and/or maintenance specialists who are working at its Fort Rucker, Alabama operations; excluding all other employees including office clerical employees, professional and technical employees, guards, watchmen and supervisors as defined in the Act.

**1.1(b)** All of the Company's clerical employees at its Fort Rucker, Alabama operations, excluding (1) one secretary each for the Division Manager, the Director, Operations, the Director, ATTC, the Director, Materiel and the Controller; (2) three clerks (whether secretaries, clerical specialists, or administrative clerks) who work for the Director, Human Resources, Manager, Labor Relations, and the Manager, Personnel; (3) drafters; and (4) professional and technical employees, guards, watchmen and supervisors as defined in the Act.

**1.1(c)** All of the Company's clerical employees at its Information Technology Support Department, Daleville, Alabama, including keypunch operators, computer operators, computer programmers, and computer clerks, excluding confidential secretary, professional and technical employees, guards, watchmen and supervisors as defined in the Act.

**1.1(d)** All of the Company's test pilots (hereinafter referred to as Maintenance Test Pilots) at its Fort Rucker, Alabama, operations, excluding Chief Standardization Pilot/Flight Safety Officer and Standardization Pilot/Field Safety Officers, professional and technical employees, guards, watchmen and supervisors as defined in the Act.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **2.1 EXERCISE JUDGMENT**

The Union recognizes that it is the function and right of the Company to exercise its own judgment and discretion in developing processes which meet the standards of government requirements and customer acceptance and to meet competition, in order that its business and jobs and wages be protected.

### **2.2 DECISIONS VESTED IN COMPANY**

Except insofar as it is specifically abridged by express provisions of this Agreement, all management decisions, the management of the plants and the direction of the working forces are vested in the Company. This includes but is not limited to, the right to hire, assign, transfer, promote, reclassify, suspend for just cause, discipline for just cause, or discharge for just cause, the making of reasonable rules and regulations not in conflict with this Agreement, to relieve employees from duty because of lack of work, and to maintain discipline and efficiency of employees, provided that this shall not be used for the purpose of discrimination as defined by Article 2 Section 2.3 against any employee.

### **2.3 NO DISCRIMINATION**

There shall be no discrimination in regard to tenure, terms or conditions of employment because of race, color, sex, marital status, age, religion, national origin, ancestry, handicap, or because the individual is disabled or Vietnam Era veteran, or a veteran of the U.S. armed forces provided that it shall not be considered as discrimination under this Article unless it is also discrimination under applicable federal or state law.

### **2.4 OPERATIONS**

The Company shall be the judge of all matters pertaining to the location of operations, production and work schedules, and the methods, processes and means of manufacturing or servicing and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods or facilities.

## **ARTICLE 3                      UNION SECURITY AND RIGHTS OF EMPLOYEES**

### **3.1                      CHECK OFF**

During the existence of this Agreement, the Company, insofar as permitted by State and Federal law, shall deduct out of the current net earnings payable to an employee covered by this Agreement, applicable service fees or Union dues, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed upon between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee. Failure to authorize dues or applicable service fees deductions does not relieve employees from the Union shop obligation under this Article.

### **3.2                      INDEMNIFICATION**

In making deductions and remittances for applicable service fees, reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Financial Secretary of Local Lodge No. 2003 of the amount of money due the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Company's agreement to honor the dues check-off authorization cards on file by which employees authorize the deduction of Union dues, initiation fees and uniform assessments from the employee's pay check, and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Financial Secretary of the Union.

### **3.3                      WHEN DUES ARE DEDUCTED**

Deduction from money due the employee pursuant to this Article shall be made from the net earnings due the employee payable on the first regular payday in each month, provided the Company has received such authorization and notice from the Financial Secretary of Local Lodge No. 2003 by the 25<sup>th</sup> day of the preceding month in which such deductions are made. There shall be only one remittance per month by the Company.

### **3.4                      INSUFFICIENT EARNINGS**

In the event an employee does not have sufficient earnings on the first regular payday in the month to cover the amount of said deductions for that month, the Company shall make such deduction from the earnings due the employee on the first regular payday of the next succeeding month. Except as provided above, deductions for applicable service fees or dues shall be for the current month only.

### **3.5                      REMITTANCE OF DUES**

Deductions shall be remitted to the Financial Secretary of Local Lodge No. 2003 not later than 10 days following the payday on which the deductions were made. The Company shall furnish to the Financial Secretary of the Local Union at the same time, a list showing those members for whom deductions have been made and the amount thereof.

### **3.6                      WHEN DUES ARE NOT DEDUCTED**

Should an employee be promoted or transferred to a managerial/salaried classification not covered by this Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for

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reasons cited in this section, the Company shall submit the names of such employees, and the reasons for no deduction to the Financial Secretary of Local Lodge No. 2003.

**3.7 NO SOLICITATION**

There shall be no solicitation of employees for Union membership, dues or applicable service fees conducted upon the premises of the Company during times when either the employee (or employees) being solicited or the employee (or employees) performing such solicitation are being paid by the Company to perform work.

**3.8 UNION SHOP**

As provided herein, all employees now or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended, shall as a condition of continued employment in such work become and remain members in good standing in the Union or pay applicable service fees within ninety-one (91) days following the beginning of such employment or the effective date of this Agreement, whichever is later.

**3.9 DISCHARGE FOR FAILURE TO PAY UNION DUES**

The Company will within ten (10) workdays after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or pay applicable service fees as required by section 3.8. Any employee so discharged shall be deemed to be discharged for "just cause". "Good standing" is defined as in compliance with standards permitted by NLRB and court decisions relating to Union shop requirements.

**ARTICLE 4 SENIORITY****4.1 SENIORITY DEFINED**

Seniority is defined as the length of continuous service with the Company and previous contractors in any one or more bargaining units covered by this Agreement, and shall be computed from the original date of hire except when seniority has been broken (as defined in section 4.6), in which event seniority shall be computed from the last date of rehire. Upon transfer from one bargaining unit to another, employees shall retain their seniority. Relative seniority of all employees who have the same seniority date is determined in accordance with the last four digits of each employee's social security number, i.e., the lowest number has the most seniority; when the four digits are identical the next previous digit which is not identical shall be determinative.

**4.2 QUALIFICATIONS**

In the application of principles of seniority as provided in this Agreement, consistent with applicable federal and state laws and regulations, the employee must have the qualifications and physical capability to perform the work involved. "Qualified" or "qualifications" for the purpose of filling of vacancies means that the employee meets the requirements of the job description.

For all other purposes under this contract, "qualified" or "qualifications" for also includes having the ability (includes all authorizations required) to perform the available work without the necessity of any additional training. In addition to these qualifications, Maintenance Test Pilots must have aircraft(s) qualifications and currency.

The Company will give preference to length of continuous service among employees who meet the requirements of this Section.

Upon reclassification, employees shall be given such guidance and orientation normally provided employees assigned to a particular classification or bonus pay job assignment.

**4.3 ACQUISITION OF SENIORITY**

A new employee and one who is re-employed after a break in his seniority shall not acquire any seniority under this Agreement until the expiration of 90 days of continuous service following employment. If such employee is continued in the employ of the Company after the expiration of the 90-day period, his seniority shall be computed from his last date of hire in accordance with the applicable provisions of this Agreement. Any separations of employment during said 90 day probationary period shall not be made the basis of a claim or grievance against the Company and there shall be no obligation to re-employ such person; provided, however, that this provision shall not be used for the purpose of discrimination, as discrimination is defined in Article 2, Section 2.3.

**4.3(a)** A probationary employee shall not compete for a bonus pay job assignment, classification, location or shift, nor will a probationary employee be displaced from a classification, location or shift unless affected by the layoff of seniority employees.



**4.4 REHIRE OF PROBATIONARY EMPLOYEE**

In the event that a probationary employee is rehired to the same classification within three months after being terminated as part of a layoff process during his probationary period, he shall receive credit for his previous service as a probationary employee, if he worked at least one month prior to termination.

**4.5 PROBATIONARY EMPLOYEE ABSENCE**

If a probationary employee is granted a leave of absence or is absent in excess of five workdays (40 hours) during his probationary period, the effective date of acquiring seniority shall be postponed by the period of time the employee has been absent or on leave.

**4.6 BREAKING SENIORITY**

An employee's seniority shall be considered broken and all rights under this Agreement forfeited (except as otherwise specifically provided herein) when an employee:

**4.6(a)** Resigns or is discharged or accepts employment with the Company outside the bargaining units covered by this Agreement.

**4.6(b)** Fails or refuses to return to work within five calendar days after being recalled, unless a satisfactory reason and documentation, if such documentation exists or can be acquired, is given to warrant leniency.

Notification of recall for the purpose of this shall be made by certified mail, telegram or other documentable and verifiable means addressed to the employee's last known address as shown on the Company's records. Failure of the employee to keep the Company informed of his current address shall relieve the Company of any obligations for recall of said employee. Failure to receive notice of recall shall be considered a satisfactory reason for not returning to work within five calendar days, so as to retain seniority, but shall not obligate the Company to hold the position open. An employee who fails to receive the notice, and is not otherwise aware of his recall, and therefore does not report to work within five (5) calendar days shall continue to accrue seniority, but there shall be no further duty to recall the employee until the employee notifies the Personnel section.

**4.6(c)** Is absent for three consecutive workdays without reporting to the Company during the absence a reason which is sufficient to justify such absence, unless notification to the Company is beyond the employee's control; otherwise, such absence shall be cause for termination. Compliance with this is not to be construed to mean that excessive absenteeism shall be tolerated.

**4.6(d)** Is absent due to layoff or disability leave of absence, or both, for a period equal to his length of seniority at the time of such layoff or leave of absence, but in no event in excess of five years.

**4.6(e)** Has retired under the Retirement Plan for Bargaining Unit employees. This does not include an employee on disability leave of absence who draws pension/retirement benefits while on such leave.

DynCorp Fort RuckerCollective Bargaining Agreement**4.7 INDEFINITE LAYOFF**

For the purpose of an indefinite layoff employees shall be laid off as follows:

**4.7(a)** Seniority employees with a layoff request on file will be laid off first. Then probationary employees in the line of progression affected shall be terminated, provided there are available seniority employees remaining in the classification affected who are willing and have the ability to perform the work of the probationary employees to be displaced.

**4.7(b)** Thereafter, seniority employees in the affected classification having the least seniority shall be laid off provided that an employee cannot be laid off in a lower classification while an employee is retained in his line of progression with less seniority, provided there are employees in the lower classification in the line of progression who have a status change request form on file at the time of the layoff and who are qualified for promotion to the higher classification. An employee notified of indefinite layoff has twenty-four (24) hours (excluding Saturday and Sunday) from time of notice to file a status change request form to compete for a higher job classification in his line of progression. Such employee who would otherwise be laid off shall, if he has the qualifications to perform the work, or if he previously successfully held the classification or bonus pay job, be allowed to:

**4.7(b)(1)** displace the least senior employee in the next lower classification in the line of progression; or

**4.7(b)(2)** displace the least senior employee in any classification he previously held; or

**4.7(b)(3)** displace the least senior employee in the lowest occupied classification in another line of progression; or

**4.7(b)(4)** elect a layoff and await recall to any job classification he is qualified to perform and for which he has filed a status change request.

At the time an employee is given notice that he is being laid off from his classification, he must within 24 hours (excluding Saturday and Sunday) select one of the above listed options or he shall be laid off effective the date stated in the layoff notice. An employee's personnel file as it exists at the time the Company issues the layoff notice except for qualifications acquired less than thirty days prior to the notice of layoff which must be submitted with his selection option, including on the job experience as shown in the personnel file, and the job description shall be the determining factor in the application of section 4.7.

**4.7(c)** An Aircraft Technical/NDT Inspector downgraded to an Aircraft Mechanic classification or an Aircraft Mechanic displaced from a Flight Engineer or Flight Mechanic job assignment will be allowed to displace the least senior Leader or Flight Mechanic or he may displace a Flight Engineer if assigned to the CH-47 project provided he meets the requirements of the bonus pay job description. The Aircraft Mechanic Leader who is displaced will be permitted to displace the least



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senior Flight Mechanic if he previously held the job or displace the least senior Flight Engineer if he previously held the job on the CH-47 aircraft.

**4.7(d)** When decreasing the work force in connection with an indefinite layoff, the Company shall give the least senior employee(s) in the classification and the Union at least 10 workdays notice. Affected employees on leave of absence or temporarily laid off may be notified of an indefinite layoff by certified letter or other documentable and verifiable means sent to their last known address as shown on the Company records. Employees actually laid off as a result of being displaced by a more senior employee under 4.7(b) are not subject to the 10 day notice provision but will receive at least 3 workdays notice.

**4.7(e)** Maintenance Test Pilot aircraft qualifications will not be cause for indefinite layoff, i.e., layoffs of Maintenance Test Pilots will be by seniority, however, a Maintenance Test Pilot who fails to qualify in a particular type aircraft after receiving the usual and normal training will be laid off provided other aircraft which he is qualified to fly are not available.

#### **4.8 TEMPORARY LAYOFFS**

Temporary layoffs shall consist of ten (10) workdays or less duration or for a longer period extended by mutual agreement. Temporary layoffs during the Christmas Holiday Period may be of 12 workdays duration.

**4.8(a)** Temporary layoffs in all Bargaining Units (except for Information Technology Support) of four (4) hours or less shall be made by overtime project, shift, shift start time and classification in accordance with seniority and qualifications.

**4.8(a)(1)** Temporary layoffs in the production and maintenance unit and the clerical unit in excess of four (4) hours not to exceed two (2) workdays, shall be made by overtime project, shift and classification, in accordance with seniority and qualifications. Temporary layoffs of more than two (2) workdays will be made by field location, shift and classification in accordance with seniority and qualifications.

**4.8(a)(2)** During the Christmas holiday period defined in section 4.8 above, temporary layoffs in the Aircraft Mechanic classification will be by field, overtime project and shift in accordance with seniority and qualifications.

**4.8(b)** Temporary layoffs in the Information Technology Support unit will be by shift and classification in accordance with seniority and qualifications.

**4.8(c)** Temporary layoffs of more than four (4) hours in the Maintenance Test Pilot Unit will be by shift preference project, by shift, in accordance with seniority and qualifications.

**4.8(d)** During temporary assignment to another location or shift, temporarily assigned employees will not be affected by temporary layoff within his permanently assigned overtime project, but will be allowed to work in the temporary assignment as long as regularly assigned employees are working.

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**4.8(e)** Probationary employees will be placed on temporary layoff prior to seniority employees in the same classification, location and shift.

**4.9 SENIORITY LISTS**

The Company shall furnish printed copies of the seniority list each January, April, July and October to the Union Business Representative. Exceptions to this shall occur when contract security makes it necessary to reduce distribution. However, a copy will be sent to the Union (District Lodge), and they shall be available for the shop stewards' use in the managers' offices. Seniority lists shall be compiled in compliance with this Article, indicating the employees by classification and bargaining unit. The seniority list will be updated weekly and will be available on Company computers through the PRISMPLUS web page for the Grievance/Negotiating Committee and shop stewards.

**4.9(a) ERRORS IN SENIORITY LISTING** - Any error in seniority listings reported to the Manager, Personnel by the Union, upon showing of proof, shall be corrected. However, the Company shall not be obligated for any application of retroactivity.

**4.10 NEW HIRES LIST**

Each Monday, the Company shall furnish the Union a list by name, classification and date of hire of bargaining unit employees, if any, hired the previous calendar week.

**4.11 LAYOFF/RECALL LISTS**

The Company shall submit to the Union a list of Bargaining Unit employees laid off or recalled as soon as final determination is made, but in any event, not later than five (5) workdays after such layoff or recall. The list shall contain the employee's name, classification and seniority date.

**ARTICLE 5 LEAVES OF ABSENCE****5.1 UNION EMPLOYMENT**

An employee elected or selected to a full time job in the local Union, AFL-CIO, or the IAM Federal Credit Union, or the International Union, which takes him from his employment with the Company, shall upon written request to the Company receive leave of absence, without pay, for a period equal to his tenure of employment with the Union. Upon completion of his leave of absence during the existence of this Agreement, he shall be re-employed according to his seniority in work generally similar to that which he did last prior to leaving at the wage rates existing at the time of his return, provided such work is available for him according to his seniority, and he has the ability to perform such work. Seniority shall accumulate during such leave of absence.

**5.2 UNION LEAVE**

Leaves of absence without pay for official Union business shall be granted by the Company on three days written request of the Union, provided the absence does not adversely impact mission requirements. Employees on Union leave at any one time will not exceed 2% of the P&M, Clerical, and Maintenance Test Pilot bargaining units combined, and one person from the ITS bargaining unit. The Company shall waive the three-day notice when requests are of an emergency nature. The Union shall honor and respect the requirements of production in requests for leaves of absence for Union business.

**5.2(a)** Should a conflict occur with overtime scheduled on a Union election day, an employee will be granted sufficient time to vote.

**5.3 MEDICAL LEAVE** - Leaves of absence for temporary disability shall be granted employees without pay for a period not exceeding 30 days, provided the employee furnishes satisfactory proof of such disability prior to granting such leave. If the disability continues beyond the 30 days, the leave of absence shall be extended provided the employee furnishes the Company with a report from a licensed physician stating the necessity for such extension.

**5.4 LISTING PROVIDED UNION**

At the end of each month, the Company shall furnish the Union a list of employees on extended leave of absence for disability. This list shall include the date each leave commenced.

**5.5 LEAVE FOR PERSONAL REASONS**

Leaves of absence without pay for relatively short periods (three consecutive workdays or more) may be granted to employees for personal reasons and seniority shall accumulate during such leaves.

**5.6 WORKER'S COMPENSATION LEAVE**

Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers' Compensation Act of Alabama shall be given leave of absence without pay, not to exceed five (5) years and shall accrue seniority while on such leave.

**DynCorp Fort Rucker****Collective Bargaining Agreement****5.7 FALSE PRETENSE**

Any leave of absence obtained through false pretense shall be invalid and the employee's absence shall be recorded as unauthorized and such disciplinary action shall be taken as the Company believes warranted, including discharge.

**5.8 APPLICATION FOR LEAVE**

All applications for a leave of absence shall be made in writing by the employee (unless beyond the employee's capability) on a form provided by the Company, and if approved or disapproved, the employee shall be so notified in writing.

**5.9 CERTIFICATE OF FITNESS**

Should a disability require absence from work for treatment or convalescence, a certificate of fitness from a medical doctor must be furnished to Personnel by the employee prior to return to work. The Company may require a physical examination by a medical doctor selected by the Company (who shall, if the Company so requires, be a government flight surgeon at Fort Rucker, Alabama in the case of pilots) prior to the employee's return to work. If the Company requires such physical examination, it must schedule the employee's appointment with the doctor. The examination shall be at the Company's expense.

**5.10 MILITARY LEAVE**

An employee who has received a leave of absence for military duty which does not exceed six (6) months shall not be paid his unused vacation and personal leave accruals before the end of the fiscal year unless he so requests.

**5.11 PUBLIC OFFICE**

Any seniority employee electing to campaign for a public office shall be allowed to take a leave without pay for a period of time necessary to conduct his campaign. Should a seniority employee be elected or appointed to full-time public office, he shall be granted a leave of absence, without pay, for a period equal to his length of service at the time of such leave of absence, but in no event in excess of the first term of office. Seniority shall accumulate during such leave.

**5.12 BEREAVEMENT LEAVE**

Bereavement leave up to three (3) workdays can be taken and shall be paid when an employee loses time from work due to a funeral or interment of a member of his immediate family. To be eligible for bereavement leave, the employee must attend the funeral or interment. Bereavement leave shall be paid only upon request. Members of the immediate family include the employee's grandchild, father, mother, spouse, sister, brother, child and current relatives as follows: stepfather, stepmother, half-sister, half-brother, stepsister, stepbrother, stepchild, father-in-law, mother-in-law, son-in-law, and daughter-in-law. Verification acceptable to the Company of the death and relationship shall be given to the Company upon request by Personnel. Bereavement leave can be taken on the day of death and any time during the first five workdays after the death.

**5.12(a)** The day of the funeral or interment of a grandparent or current spouse's grandparent, brother-in-law, or sister-in-law, shall be given if it occurs on the employee's regularly scheduled workday. In the event that a grandparent raised an employee as a parent, such grandparent may be considered a parent for the purpose of this provision. "Child" includes a foster child placed in the employee's home by a state agency.

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**5.12(b)** Bereavement leave shall not include premium pay nor be paid for any day that the employee receives pay for vacation, holiday or other paid leave.

**5.13 RESERVE MILITARY ANNUAL TRAINING**

Employees ordered to active duty for annual training with the National Guard or organized military reserve units, shall be granted a leave of absence not to exceed fifteen (15) workdays each fiscal year, provided the employee furnishes the Company a copy of his military orders at the time the leave of absence is requested. Such leave of absence shall be referred to as military leave. Employees granted military leave shall be paid the difference in the earned military base pay (base plus longevity pay) he received while on military leave and the pay he would have received had he worked his regular schedule during his leave of absence. In order to be eligible for military leave pay, the employee shall be required to furnish the Accounting Department a government computer printout or a certificate signed by his disbursing agent setting forth the amount of military base pay he earned during his leave period. Fifteen (15) days of differential pay is the maximum paid under this provision.

**5.13(a)** Employees may request vacation leave pay while in a military leave of absence status. An employee granted vacation leave pay while on military leave shall receive vacation leave pay at his regular rate in addition to the military leave pay differential. The payment of vacation leave pay during a military leave of absence does not establish eligibility for holiday pay.

**5.14 RESCUE SQUAD OR EMA LEAVE**

In the event of an official activation of an employee who has completed his probationary period and is an active and participating member of a legitimate rescue squad or EMA unit, he shall receive pay equal to his regular rate of pay not to exceed eight (8) hours for such time lost each day when required to serve in such capacity during disaster, such as floods, tornadoes, storms, or other tragedies involving human life, providing it is absolutely necessary that he serve at this time. This paid leave shall be limited to three (3) workdays on any single activation. Notice of such service must be given to the Company as soon as possible and proof of duty must be submitted on a form provided by the Company to the satisfaction of the Company before this becomes applicable.

**5.15 VOTER LEAVE**

An employee who is a registered voter shall be granted time off from assigned Company duties to vote in any state or federal election and shall be paid at his regular hourly rate for such time lost, not to exceed one (1) hour within his standard daily work schedule, in the event the employee does not have adequate time to vote before or after his regularly scheduled shift.

**5.16 JURY AND WITNESS DUTY**

When an employee is required to serve on jury duty, or as a witness in a court of law, or is subpoenaed to appear for a deposition and reports for same on a regularly scheduled work day, he shall receive eight-(8) hours pay for each day, not to exceed 180 workdays per fiscal year, at his regular rate. This section does not apply if the employee is a litigant to the cause.



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**5.16(a)** Notice of such service must be given to the Company upon receipt of jury summons or witness subpoena and proof of such duty must be submitted to the satisfaction of the Company before this Article shall apply.

**5.17 REPORTING ABSENCES**

Each employee will report his absence from work prior to the beginning of his shift on the day of absence, or if unable to do so, report his absence as soon as possible after shift starting time. Each field or department will designate an office location and telephone number for employees to call to report their absence from work and maintain a call-in log showing employee's name, badge number, classification, date and time call received, by whom and reason given for absence. Determination of whether the absence will be authorized or unauthorized will be made by the employee's immediate supervisor based on the facts of each case.

**5.18 FAMILY AND MEDICAL LEAVE**

**5.18(a)** Employees who have been employed for at least one (1) year and for at least 1,250 hours during the proceeding 12-month period are eligible for family and medical leave. For employees not eligible for family and medical leave, the Company will review business considerations and the individual circumstances involved.

**5.18(b)** Family and medical leave will consist of appropriate accrued paid leave and unpaid leave. The employee must use all of his/her accrued paid vacation leave and personal leave. The remainder of the leave period will then consist of unpaid leave.

**5.18(c)** All employees who meet the applicable time of service requirements may be granted family or medical leave consisting of appropriate accrued paid leave and unpaid leave for a period of twelve (12) weeks (during any 12-month period) for the following reasons:

**5.18(c)(1)** The birth of the employee's child and in order to care for the child; or

**5.18(c)(2)** The placement of a child with the employee for adoption or foster care; or

**5.18(c)(3)** To care for a spouse, child or parent who has a serious health condition; or

**5.18(c)(4)** A serious health condition that renders the employee incapable of performing the functions of his/her job.

**5.18(d)** The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement of the child for which the leave is being taken to support.

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**5.18(e)** In all cases, an employee requesting leave must complete the "Application for Family and Medical Leave" and return it through the first line supervisor and appropriate director to the Manager, Personnel for approval. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

**5.18(f)** An employee intending to take family or medical leave because of an expected birth or placement, or because of planned medical treatment, must submit an application for leave at least 30 days before the leave is to begin. If leave is to begin within thirty 30 days, an employee must give notice through his/her first line supervisor and appropriate director to the Manager, Personnel as soon as the necessity for the leave arises.

**5.18(g)** An application for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must also be accompanied by a "Medical Certification Statement" completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

**5.18(h)** If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his/her job.

**5.18(i)** During a period of family or medical leave, an employee will be retained on the Company's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he/she made to the plan before taking leave.

**5.18(j)** An employee is not entitled to the accrual of any employment benefits (except seniority) that would have occurred if not for the taking of leave. An employee who takes family or medical leave will not lose any employment benefits that accrued before the date leave began.

**5.18(k)** The "Notice of Intention to Return" form must be submitted to the Manager, Personnel at least five (5) workdays prior to the employee's planned return to work. The Company will make every effort possible to return the employee to his/her original job. If the Company is unable to return the employee to his/her original job, then he/she shall be returned to an equivalent position seniority and qualifications permitting.

**DynCorp Fort Rucker****Collective Bargaining Agreement****ARTICLE 6 UNION REPRESENTATION****SECTION 6.1 STEWARDS AND GRIEVANCE COMMITTEE**

Grievance Committee persons and Shop Stewards shall be assigned to areas of representation as follows: The number of shop stewards and Committee persons may be increased or decreased by agreement of the Company and the Union.

NUMBER OF SHOP STEWARDS	AREA OF REPRESENTATION	SHIFT
1	Cairns Field – Buildings 103 and 113	EACH
1	Cairns Field – Building 101 and Flight Line	EACH
1	Cairns Field – Buildings 303 and 305	EACH
1	Hanchey Field – Buildings 207, 208, 209, 211, 130 & West Ramp Flight Line	EACH
1	Hanchey Field – Buildings 202, 203, 204 & East Ramp Flight Line	EACH
1	Hanchey Field – Building 201 and Wash Rack	EACH
1	Range	EACH
1	Lowe Field – Buildings 113, 114, 128 and UH-1 Flight Line	FIRST SECOND
1	Lowe Field – Buildings 117, 134, 135, 139, Wash Rack & UH-60 Flight Line	FIRST SECOND
1	Lowe Field – Buildings 120, Scheduled Maintenance & Shops	FIRST
1	Lowe Field – Buildings 113 and UH-1 Flight Line	LATE SECOND
1	Lowe Field - Buildings 113 and 114	THIRD
1	Lowe Field – Building 117	THIRD
1	Building 415 (West End) and Building 405	EACH
1	Building 415 (East End) and Building 416	EACH
1	Materiel Warehouses	EACH
1	ATTC	EACH
1	Knox Field	EACH
1	Shell Field – Unscheduled Maintenance & Flight Line	FIRST SECOND
1	Shell Field – Scheduled Maintenance	FIRST SECOND
1	Shell Field	THIRD
1	Clerical – Personnel and F&A	FIRST
1	Clerical – Cairns Field	EACH
1	Clerical – Hanchey Field	EACH
1	Clerical – Lowe Field	EACH
1	Clerical – ATTC	EACH
1	Clerical - Main Post	FIRST
1	Clerical – Shell	FIRST
1	Clerical - Knox	EACH
1	Information Technology Support	EACH
1	Maintenance Test Pilots – Each location	EACH



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GRIEVANCE COMMITTEE PERSON AUTHORIZED	AREA OF REPRESENTATION (If occupied)
1	Cairns Field
1	Hanchey Field
1	Lowe Field
1	Shell Field
1	Knox Field
1	ATTC
1	Clerical
1	Maintenance Test Pilots
1	Information Technology Support
1	Main Post

**6.2 TEMPORARY TRANSFERS OF STEWARDS**

No shop steward shall be elected for an area of representation unless he is permanently assigned to work in such an area. No shop steward shall be permanently transferred or bumped out of his permanent assigned area of representation as specified above as long as there is work available therein for his job classification or bonus pay job which he has the ability to and is willing to perform, seniority permitting, except by agreement; however that no promotion shall result from his retention in such area. Shop stewards are not considered transferred when they clock in and out in their assigned area of representation or participate in a TDY assignment.

**6.3 NOTIFICATION TO THE COMPANY**

The Union shall notify the Manager, Labor Relations within 15 days after the effective date of this Agreement and furnish a complete list in writing containing the names of the financial secretary, grievance committee, and shop stewards. Such list shall designate the office held and the area each shop steward is assigned as provided in this Agreement. Thereafter, the Union shall notify the Manager, Labor Relations promptly, in writing, of any changes, and the Company shall not be obligated to recognize or deal with the financial secretary, grievance committee, or shop steward until receipt of written notification. All such notifications shall be on the official stationery of the Union. In such cases the Manager, Labor Relations shall give immediate recognition.

**6.4 STEWARDS MUST HAVE SENIORITY**

Only employees who have seniority shall be eligible to serve as shop stewards or on the Grievance Committee.

**6.5 STEWARD PROCESS GRIEVANCES IN THEIR AREA**

Shop stewards shall not handle any grievance arising outside of their respective areas except in the absence of a shop steward. In such an event, the shop steward assigned to the area nearest the absent shop steward's area shall be permitted to handle grievances in the absent shop steward's area in accordance with Article 7 of this Agreement.

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**6.6 NO TRANSFER OF COMMITTEE PERSON**

A duly elected Grievance Committee person shall not be transferred from his assigned area of representation as long as there is work available therein which he has the ability to and is willing to perform, except by agreement between the Company and the Union; provided however, that no promotion shall result solely from his retention as a Grievance Committee person in such area. Committee persons are not considered transferred when they clock in and out in their assigned area of representation or participate in a TDY assignment.

**6.7 FULL TIME UNION REPRESENTATIVES**

Full time representatives of the Union shall have access to grievance meetings in Step III of the grievance procedure and to arbitration hearings. A full time representative of the Union shall be granted access only to the Labor Relations office of the Company. If it is necessary for the full time representative to have a better understanding of a grievance or alleged violation of this contract, to visit the actual work area, he shall first contact the Manager, Labor Relations and be assigned a representative there from to accompany him on his visit to the area.

**6.8 LOCKERS**

The Company will provide a locker, desk, or other means of safeguarding materials for the exclusive use of shop stewards and Grievance Committee.

## ARTICLE 7 GRIEVANCE PROCEDURE

### 7.1 GRIEVANCE POLICY

The parties agree that all complaints and grievances, monetary or otherwise, should be resolved, whenever possible, with the immediate supervisor and the employee involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances. Both parties will make every effort to resolve all issues in a timely manner.

**7.1 (a) DISCHARGE OR SUSPENSION** - A grievance arising out of discharge or disciplinary suspension must be filed with the Manager, Labor Relations or designee, within five (5) workdays after such discharge or suspension, and shall be processed in Step III.

### 7.2 GRIEVANCE DEFINED

The term "grievance" as used in this Agreement means any dispute arising regarding the interpretation, application, claim of breach or violation of this Agreement. Employees who have a complaint regarding pay, facilities or status changes (reclassification, location transfer, shift change, displacement or shift preference project) are required to file a complaint (on a form provided by the Company) with the appropriate Department prior to filing a grievance on the same subject. If a grievance is filed on one of these subjects prior to filing the appropriate complaint form, the grievance will be returned to the grievant without action. Should the Company fail to respond to the complaint within five (5) workdays, or the employee is dissatisfied with the response then the complaint shall be considered as a grievance at the second step of the grievance procedure.

### 7.3 STEP I

An aggrieved employee shall first present his grievance verbally to his supervisor, with or without his steward as the employee may determine within five (5) workdays after the grievance occurred, or the grievant should have diligently known. A grievance settled in Step I shall not be a precedent binding on other grievances. An employee having a grievance shall be given a reasonable time to take the grievance up with the shop steward during working hours without loss of pay to the employee. The supervisor must give the grievant (and steward if applicable) a verbal answer within five (5) workdays.

### 7.4 STEP II

If the employee is unable to adjust the grievance with his supervisor to his satisfaction, he may reduce it to writing on a form furnished by the Company, provided that the written grievance is signed by the employee and is filed with the employee's manager within five (5) workdays from the date of the Step I answer. No wage claim shall be valid for a period of more than 30 calendar days prior to the filing of the grievance.

**7.4(a)** The Company will schedule a meeting in Step II within five (5) workdays from receipt of the grievance, to be attended by the grievant, the shop steward, a Grievance Committee person and persons designated by the Company. The persons attending the meeting on behalf of the Company and the Union

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have the responsibility and authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal or compromise. If the grievance is settled, such settlement shall be reduced to writing and signed at the meeting, and the grievance shall not thereafter be processed further. A grievance settled in Step II shall not set a precedent binding on other grievances. If the grievance is not settled in Step II, the Company shall give a written answer to the Union within five (5) workdays after the Step II meeting.

**7.5 STEP III**

If the grievance is not settled in Step II, a Grievance Committee person may process it to Step III by forwarding the grievance, and attachments or references, if any, to the Manager, Labor Relations (or his/her designee) through the Company's messenger service within five (5) workdays after the Company's Step II answer is received by the Union.

**7.5(a)** The grievance will be acknowledged, date and time of receipt indicated, and a copy will be returned to the Union Business Representative (or his/her designee) immediately. The grievance will be considered at the next Step III meeting of the Grievance Committee, provided the Company receives the grievance five (5) workdays prior to the Step III meeting. Grievances received by the Company after that time will be processed in the next following Step III meeting.

**7.5(b)** Step III meetings will be scheduled upon request of the Business Representative (or his/her designee) or the Manager, Labor Relations (or his/her designee). The requested Step III meeting shall occur within the next five (5) workdays.

**7.5(c)** The Union will request the grievant to attend the Step III meeting to discuss the grievance. The Company will ensure the appropriate manager/supervisor attends the meeting with the grievant. The grievant will then be excused from the meeting. Should the parties choose to caucus, they will then reconvene to discuss their positions and attempt to resolve the grievance.

**7.5(d)** The persons attending the meeting on behalf of the Company and the Union have the responsibility and authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal, or compromise. If the grievance is settled, such settlement shall be reduced to writing and signed at the meeting, and the grievance shall not thereafter be processed further. It will be indicated on the grievance answer form whether or not such settlement will set a precedent binding on other grievances. If the grievance is not resolved, the parties may mutually agree to extend, or the Company shall give a written answer to the Union within five (5) workdays after the Step III meeting.

**7.5(e)** A grievant or Grievance Committee person not on the clock when a Step III meeting is held will be allowed equivalent paid time off during their shift/workday immediately following the Step III meeting.

**7.6 REFERRAL TO ARBITRATION**

If the grievance is not settled, the Union may refer the grievance to arbitration, by filing a written notice to Labor Relations to arbitrate no later than the 16<sup>th</sup> calendar day of the month after the Company's Step III answer. The Union will request from The Federal

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Mediation and Conciliation Service a list of seven (7) impartial arbitrators provided however, that no grievance will be processed to arbitration unless written notice is received by the Company as noted above. Any notice to arbitrate not timely delivered to the Company shall be without effect, and the grievance process shall cease.

**7.7 FORM OF GRIEVANCE**

The written grievance shall set forth the complaint and remedy sought, the number of the article/section of the Agreement claimed as the basis of the grievance, and this, together with any accompanying statements, shall be dated and signed by the grievant and the shop steward presenting the grievance provided however, that the shop steward, a Grievance Committee person and the grievant may amend the grievance and the Company may amend the answer prior to the conclusion of Step III. After the conclusion of Step III, amendments may be made only by mutual agreement.

**7.8 TIME LIMITS**

Time limits may be extended only by written agreement of the Company and the Union prior to expiration of the time limitation. In computing time limits under this Article, except as otherwise provided, Saturdays, Sundays, non-workdays and holidays shall not be counted.

**7.8(a)** Any grievance not timely filed shall be waived, and any grievance not timely answered in Step II may be forwarded by a Grievance Committee person to Step III. If the Company's Step II or Step III answer is not timely, the grievant shall be paid an additional fifteen (15) percent of any monetary award resulting from resolution of the grievance.

**7.8(b)** Step III grievances not involving monetary awards shall be automatically awarded to the grievant should the Company fail to answer the grievance in a timely manner.

**7.9 GROUPING OF GRIEVANCES**

When like grievances are filed by more than one employee, they may be grouped together and considered in Step III.

**7.10 INVOLVEMENT IN GRIEVANCE PROCESSING**

Employees, shop stewards and Grievance Committee persons involved in a grievance process shall make necessary arrangements with their respective supervisors and shall cooperate to expedite the process. Shop stewards and Grievance Committee persons shall be allowed to spend such time as necessary and reasonable in resolving grievances without deduction of pay, provided that no time shall be spent in soliciting grievances.

**7.11 POLICY GRIEVANCES**

Policy grievances may be filed in Step III. A policy grievance is defined as a grievance involving the interpretation, application, claim of breach or violation of the Agreement affecting the wages, hours or working conditions of a group of employees, including claims of unilateral implementation of new contract language and new job descriptions, as distinguished from a grievance affecting individual employees.

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**7.12 PRIORITY GRIEVANCES**

Grievances filed by the Union concerning termination of Bargaining Unit employees and disciplinary action involving Union Representatives shall be presented directly in Step III and heard by the parties at the first available Step III meeting.

**7.13 NO RETROACTIVITY**

There shall be no retroactive application of the grievance procedure of this Agreement. Grievances which arose under the previous collective bargaining agreement will not be extinguished by the termination of that agreement, if otherwise timely, and can be processed under that agreement in the same manner as if it had not been terminated.

**7.14 PAST PRACTICES**

Past practices of DynCorp's predecessor employers shall not be binding on the Company or the Union unless the Company and the Union agree in writing that a specific past practice is applicable.



**ARTICLE 8                      ARBITRATION****8.1                      SUBMITTED ON TIMELY NOTICE**

A grievance may be submitted to an impartial arbitrator if the Union has given timely notice to arbitrate, as provided in section 7.6. Upon mutual consent, more than one grievance may be submitted to an arbitrator.

**8.2                      SELECTING THE ARBITRATOR**

The Union, upon giving notice to the Company of desire to arbitrate, shall then request the Federal Mediation and Conciliation Service to furnish a list of seven (7) impartial arbitrators. Upon receipt of and from such list the parties shall choose the arbitrator within 10 days after receipt of such list, by alternately striking one name from such list until only one name remains, and that person shall be the arbitrator. (The right to strike the first name shall be determined by lot.) The arbitration hearing must be held within 60 days thereafter, if the selected arbitrator is available in that time frame and the arbitrator must render his award within 30 days after the close of the hearing. Either party may file a post hearing brief based on a schedule set by the arbitrator. If a brief(s) is filed, the hearing shall be considered closed on the date of the filing of the brief(s). The Company will reimburse the Union one-half the cost of the FMCS panel for grievances which are actually arbitrated or settled prior to arbitration. This payment will be made within 30 days of the arbitration hearing or settlement prior to arbitration.

**8.3                      LIMITATION OF ARBITRATOR'S AUTHORITY**

The arbitrator shall consider only those issues, including any amendments that were made pursuant to section 7.7, which have been properly carried through all steps of the grievance procedure. The arbitrator shall afford to the Company, the Union and the employee or employees involved a reasonable opportunity to present the evidence, witnesses and arguments. Persons testifying may be sworn at the request of either party. The jurisdiction of the arbitrator and his decision shall be confined to a determination of the facts and the interpretation or application of the specific provision of this Agreement at issue. The arbitrator shall be bound by the terms and provisions of this Agreement and shall have authority to consider only grievances presenting solely an arbitratable issue under this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or amend any provisions of this Agreement. The arbitrator shall have no authority to interpret any state or federal law when the compliance or non-compliance therewith shall be involved in the consideration of the grievance. The arbitrator shall be bound solely by the evidence presented to him at the hearing and any arguments submitted at the hearing or in post hearing briefs. No new evidence may be submitted with the brief. The decision of the arbitrator shall be rendered as soon as practical after the hearing, but in no event beyond 30 days after the close of said hearing. The arbitrator's decision shall be final and binding on the Company, the Union and the employee or employees involved, subject to the limitations specified in the Agreement.

**8.4                      LIMITATION ON PAST PRACTICES**

In reaching a decision under this Agreement, the arbitrator shall not admit into evidence nor in any way consider any past practices of any predecessor contractor on the Ft. Rucker contract, which occurred on or before October 4, 1988. This section can only be waived if both parties at the arbitration hearing clearly and expressly agree that any such past practices may be considered.

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**8.5 SHARING OF FEES**

The compensation of the arbitrator for his services and expenses in connection with the case (or cases submitted to him if the parties mutually agree that more than one case may be submitted) shall be shared equally between the Company and the Union. Each party will bear the cost of presenting their own case. The cost of a court reporter and the transcript will be borne equally by the parties if both parties order a copy of the transcript.

**8.6 EXTENSION OF TIME LIMITS**

Time limits can be extended by mutual written agreement.

**8.7 SUBMISSION OF NON-CONTRACT ISSUES**

The Company and the Union may mutually agree to submit any other questions other than those expressly provided for in this contract to the arbitrator for determination.

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**8.8 EXPEDITED ARBITRATION**

Unresolved grievances referred to in sections 7.11 and 7.12 shall be arbitrated on an expedited basis. The Company and the Union shall jointly submit a request for a panel of arbitrators as noted in section 8.2 with the agreement to strike the panel within five (5) calendar days of receipt and schedule a hearing within 30 calendar days of the selection of an arbitrator. The selected arbitrator must be required to submit a decision within 30 calendar days of the hearing. The Company and the Union agree the arbitrator's decision shall be immediately implemented upon receipt.



**ARTICLE 9 STRIKES, LOCKOUTS, AND WORK STOPPAGES**

**9.1 NO STRIKES**

The Union, its officers and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work or any acts of any nature which would interfere with production and no picketing of any kind, whether predicated upon economic issues, alleged grievances, alleged contract violations, alleged unfair labor practices, sympathy for other employees of the Company or of any other employer, or otherwise. Failure or refusal on the part of any employee of the Company to comply with any or all provisions of this shall be sufficient grounds for penalty or discharge. Employees shall not be disciplined for refusing to cross a picket line at the entrance to Fort Rucker if a reserved gate has not been established. The Company agrees that for the duration of this Agreement there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons.

**9.2 RESPONSIBILITY FOR ACTS**

The responsibility of the Company or the Union for acts of employees, members or other persons shall depend upon the agency of such persons.

## ARTICLE 10 HOURS OF WORK

### 10.1 NO GUARANTEE OF HOURS

The purpose of this Article is to define the normal hours of work, but nothing in this Agreement shall be construed as a guarantee of hours of work for any period.

### 10.2 WORKDAY DEFINED

The employee's assigned workday for each shift (except third shift) shall consist of eight (8) hours, exclusive of lunch for each shift in the 24 consecutive hour period following his assigned starting time of his respective shift on his first scheduled workday except as otherwise provided in section 10.5.

### 10.3 CALENDAR DAY DEFINED

The calendar day worked for the respective shifts shall be determined as of the day the first shift starts to work.

### 10.4 WORKWEEK DEFINED

The employee's assigned workweek shall begin with the starting of the employee's first 24 hour period as defined in section 10.2 and shall end 168 hours later.

10.4(a) Employees will not have their workweek changed for TDY assignments of seven (7) days or less.

10.4(b) Employees change of shift, workweek and starting time assignments will be made effective on Mondays.

### 10.5 REGULAR AND ODD WORKWEEK DEFINED

The "regular" assigned workweek shall consist of 40 hours, five (5) consecutive days, beginning on Monday. The "odd" assigned workweek shall consist of 40 hours, five (5) consecutive days beginning on a day other than Monday. The third shift shall consist of 40 hours with a paid one-half (1/2) hour lunch period per day.

### 10.6 SHIFTS DEFINED

Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting time of the various shifts will be as follows:

First Shift: Beginning at or after 5:00 a.m. but before 11:00 a.m.

Second Shift: Beginning at or after 11:00 a.m. but before 6:00 p.m.

Third Shift: Beginning at or after 6:00 p.m. but before 5:00 a.m.

**10.7 REST PERIODS**

Employees will be allowed one scheduled 10-minute rest period before and one 10-minute rest period after lunch in each complete scheduled workday; the time of and zones for such periods to be fixed by the Company. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period, and will attempt to establish the second rest period approximately mid-way between the lunch period and the end of the shift. Employees required to work overtime shall be entitled to the regularly scheduled rest period on the shift where the overtime is worked after working the second hour of overtime. Employees shall work up to the start of the rest period and be at their place of work at the end of the rest period. Employees will be allowed to clean up their workstations five (5) minutes prior to the end of the shift.

**10.8 TARDINESS DEFINED**

The Company will use one-tenth of an hour (6 minutes) as a unit in computing tardiness. If an employee clocks "in" from one (1) to six (6) minutes late, the employee will lose one-tenth of an hour (6 minutes); any tardiness beyond six (6) minutes, the regular procedure of computing the time in multiples of six (6) minute intervals will apply. Employees shall not be required to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

**10.9 EARLY STARTING**

When an employee arrives at the plant earlier than the normal starting time for his shift, the employee shall not record time on his clock card prior to 15 minutes before the shift starting time. No payment will be made for early starting unless the supervisor has requested in writing that the employee start to work at a time earlier than the normal starting time and such time is approved. Without a prior written request of the supervisor, the employee will not start to work prior to his scheduled starting time.

**10.10 TIME CARDS**

Should an employee fail to punch his time card, such employee will bring the matter to the attention of his supervisor and the employee will be required to prove to the supervisor that he was at work during any time for which the employee wants credit. The card must bear the "O.K." of the supervisor before any such credit is given. No employee shall clock in or out any other employee's time card, and no employee shall clock in and out on more than one (1) time card per shift.

**10.11 READY FOR WORK**

An employee shall be expected to be at his workstation ready for work at the beginning of his shift and is to continue working until the end of said shift.

**10.12 REPORTING PAY**

An employee who is scheduled and reports for work at the scheduled time without having been notified, by documentable and verifiable means, not to so report, shall be given four (4) hours work of any type which is available, or if no such work is available, he shall be given four (4) hours pay at his applicable rate; provided, however, that if work is not available as a result of circumstances beyond the control of the management, the Company shall not be so obligated, such as: natural disasters, flood, snow, tornado, power outages or other like conditions affecting driving and working conditions or when the Army closes the post.

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**10.13 CALL BACK PAY**

An employee who is called and reports back for work after he has completed his regularly assigned shift and departed from the premises shall receive a minimum of four (4) hours pay at his applicable rate, unless such work is to be performed immediately before and in conjunction with the employee's next shift as provided in section 10.15. If there is less than four (4) hours work available and the employee opts to leave, he shall be paid only for the time worked.

**10.14 CALL IN PAY**

When an employee is not scheduled and is called and reports for work, outside his scheduled workweek, he shall receive a minimum of four (4) hours work or four (4) hours pay at the applicable rate except when the employee opts to leave when the work is completed.

**10.15 EARLY STARTING TIMES**

If an employee is specifically notified and scheduled to start work four (4) hours or less before the starting time of his regularly scheduled shift, within his assigned workweek as set forth in section 10.4, he shall be given the opportunity to remain at work until the end of his regular shift.

**10.16 LUNCH PERIODS**

Lunch period will be established and designated by the Company for periods ranging from 30 minutes to one hour, at approximately the midpoints of the shifts, in keeping with sound plant practices and efficiency.

**ARTICLE 11 OVERTIME****11.1 OVERTIME ELIGIBILITY**

The Company will, insofar as it is practical and with due regards to production, equalize overtime among employees regularly assigned to and working in the same classification on the same shift and overtime project. Employees must have the necessary qualifications as defined by Section 4.2 (other purposes) to be eligible for overtime. Maintenance Test Pilots must be qualified and current in the type and model aircraft causing the overtime, and must meet crew rest requirements. Employees allowed to return to work on restricted or light duty must obtain a Return to Work Slip from Personnel. The Return to Work Slip will state that the employee is not entitled to work overtime until the restriction is lifted in writing by his doctor. The employee will present the Return to Work Slip to his supervisor who will note the restriction on the employee's overtime record. The employee may not volunteer or be assigned any overtime until the restriction is lifted. Employees working with restrictions or on light duty will be charged the number of hours available to him had he not been restricted or on light duty. Available overtime will be equalized at the time overtime is offered in accordance with the following procedure:

**11.2 OVERTIME PROJECTS/ROSTERS/RECORDS**

**11.2(a)** Overtime records will be maintained within each overtime project and may be reviewed by appropriate shop stewards, Committee person and assigned employees upon request.

**11.2(b)** When changes occur, rosters will be updated and posted at a designated area for each overtime project on first shift no later than 1100 hours and by the end of lunch break on second and third shifts, and the Company will assure that the roster is updated and correct, prior to polling for overtime. Employees are responsible to review their time on overtime rosters, and to advise their supervisor of any discrepancy noted. The steward or a committee person may also report discrepancies. The Company will correct errors on the overtime roster immediately upon verification, and is not responsible for overtime scheduling errors unless an identified error is not corrected. If the error is verified and not corrected, the provision of section 11.19 does not apply.

**11.2(c)** The Company and the Union Grievance Committee will discuss and attempt to resolve any issues that arise as a result of a Company proposed change in overtime projects.

Should an issue not be resolved, the Union Grievance Committee can appeal the overtime project change to the next level of management for a determination prior to the implementation of such change.

**11.2(d)** Overtime rosters will be updated when changes occur for hours worked or refused Monday through Thursday, with the exception of holidays. For the purpose of scheduling overtime on weekends (including sixth and seventh workdays), Christmas Eve and Christmas Day, New Years Eve and New Years Day, holidays, and long weekends as a result of holidays falling on or being observed on the day before or the day after a weekend, all overtime hours worked through the scheduled

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workday before the day weekend overtime is scheduled will be posted to the roster and the relative position of each employee on the overtime roster will be frozen until the first scheduled regular workday after the weekend.

**11.2(e)** Employees refusing any overtime will initial the worksheet or the overtime roster prior to leaving work for the day; or if not at work, on his next scheduled work day.

**11.2(e)(1) OVERTIME WAIVERS** – Employees who do not wish to compete for overtime may file a waiver. However, such employees will be charged with all available overtime and will remain in the pool of employees for scheduling purposes. Overtime waivers may be revoked after 90 days by filing a revocation with the supervisor. Employees have the option of revoking overtime waivers upon any change in status.

**11.3 PREMIUM PAY**

There shall be no pyramiding of premium or overtime pay, and nothing in this Agreement shall be construed to require the payment of premium or overtime pay more than once for the same hours worked. When more than one premium or overtime rate applies, the highest rate will be used.

**11.3(a)** Overtime will be paid at the rate of one and one-half times the regular rate of pay as follows:

**11.3(a)(1)** For all authorized hours worked in excess of eight (8) hours worked in any regular workday, or in excess of 40 hours worked in the employee's assigned workweek, for which overtime has not previously been paid.

**11.3(a)(2)** For all authorized work performed on the sixth workday during the employee's assigned workweek.

**11.3(b)** Overtime will be paid at the rate of two (2) times the regular rate of pay as follows:

**11.3(b)(1)** For all authorized work performed on the seventh day during the employee's assigned workweek.

**11.3(b)(2)** For all authorized hours worked in excess of 12 hours in any workday.

**11.3(b)(3)** For all authorized work performed on a recognized holiday in addition to the straight time holiday pay, as provided in Article 12.

**11.4 CHARGING OVERTIME**

**11.4(a)** All overtime will be charged in one-hour increments; all partial hours offered or worked will be dropped. Overtime hours will be charged on the overtime records based on the rate an employee is paid or would have been paid had he worked the available overtime offered, as follows:



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**11.4(a)(1)** Time and one-half the actual hours worked will be charged on the record for all hours in which the employee is paid time and one-half his regular rate of pay;

**11.4(a)(2)** Two times the actual hours worked will be charged on the record for all hours in which the employee is paid two times his regular rate of pay;

**11.4(a)(3)** Employees who refuse to work overtime but are subsequently scheduled and/or volunteer and do work that overtime shall be charged the number of hours refused and also the number of hours worked at the rate specified in (1) or (2) above.

**11.4(b)** An employee who has not worked his full shift, due to a partial day's absence and is offered additional work at the end of the shift, will be charged only with the number of hours which qualify for premium pay.

**11.5 DEFINITIONS**

**11.5(a)** Scheduled overtime is defined as overtime that is scheduled in advance while eligible employees are at work, except for scheduling 6<sup>th</sup> and 7<sup>th</sup> workday overtime and holiday overtime under sections 11.16(a)(1) and 11.16(b)(1).

**11.5(b)** Call-in overtime is defined as overtime that is scheduled while eligible employees are not at work.

**11.6 WHEN OVERTIME IS CHARGED**

**11.6(a)** All overtime worked will be charged on the overtime records.

**11.6(b)** All scheduled daily overtime offered to an employee will be charged on the overtime record, provided the employee has received at least two (2) hours advance notice of the starting time of the scheduled overtime.

**11.6(c)** All scheduled 6<sup>th</sup> and 7<sup>th</sup> workday and holiday overtime offered to an employee will be charged on the overtime records.

**11.6(d)** Overtime hours paid as a result of a grievance settlement will be charged on the overtime records upon approval of the Manager, Labor Relations, or designee at the time received by the supervisor.

**11.7 WHEN OVERTIME IS NOT CHARGED**

**11.7(a)** Employees are not charged for refusing scheduled daily overtime offered when they receive less than two (2) hours advance notice of the starting time of the scheduled overtime.



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**11.7(b)** Employees are not charged for any scheduled overtime hours when they are not offered the overtime due to being absent from work when the overtime is offered.

**11.7(c)** Employees are not charged for any call-in overtime hours when they do not work the available overtime for any reason.

**11.7(d)** Employees are not charged for any overtime offered if the overtime is canceled.

**11.7(e)** Premium hours paid as a result of an employee backing into his previous workweek or workday is not charged on overtime records.

**11.8 EMPLOYEES ON VACATION**

Employees on vacation are eligible for call-in overtime. An employee who works overtime while he is on vacation or immediately prior to returning from vacation, shall be paid at the appropriate rate.

**11.9 PROBATIONARY EMPLOYEES**

A probationary employee will not compete for, nor work overtime until all permanent and temporary seniority employees in the same classification assigned on the same shift and location have been offered the overtime. Upon completion of his probationary period, an employee will be given one hour more than the highest employee in his classification and overtime project to which he is assigned.

**11.10 RECLASSIFICATION**

Upon reclassification, the employee will be given the average number of hours of the overtime project and classification to which he is assigned as of the date of the assignment.

**11.11 ABSENCE OVER 30 DAYS**

An employee on leave of absence as defined in Article 5, and/or indefinite layoff in excess of 30 days will have his overtime hours recomputed to the average of the overtime project to which he is assigned upon return, but in no case will his hours be reduced.

**11.12 PERMANENT OVERTIME PROJECT TRANSFERS**

**11.12(a)** Overtime project transfer slips which reflect overtime hours charged on the overtime record will be issued to an employee when he is permanently transferred from one overtime project to another. His overtime hours will be transferred with him to the project he is transferring to on the date of transfer. Employees are responsible for updating the overtime project transfer slip to include any overtime offered or worked after the transfer slip is issued. The employee is responsible for checking the overtime record to ensure that he and his overtime hours are correctly and timely entered on the overtime record and must initial the record.

**11.12(b)** An employee permanently transferred from one overtime project to another will be placed on the overtime record in the overtime project to which he is transferred and will simultaneously be removed from the record from which he was previously assigned.

**11.13 TEMPORARY OVERTIME PROJECT TRANSFERS**

**11.13(a)** Employees will be given temporary transfer slips at the time of temporary transfer (if the transfer is for more than one workday), which will reflect the period of time to be transferred. Employees will be considered to be permanently transferred after working ten consecutive workdays in a different overtime project at the same field location and shift unless such transfer is made permanent sooner.

**11.13(b)** An employee temporarily assigned to an overtime project will retain his position on the overtime record in his regularly assigned project.

**11.13(c)** An employee temporarily assigned to another overtime project at the same location and shift will be offered overtime in his permanent overtime project during temporary assignment.

**11.13(d)** An employee temporarily assigned to a different location or shift will be offered available overtime in his permanent overtime project on his 6<sup>th</sup> and 7<sup>th</sup> workday only. An employee temporarily assigned to a different location or shift will not be offered daily overtime in his permanent overtime project during the temporary assignment.

**11.13(e)** An employee temporarily transferred from one overtime project to another will be entitled to overtime in the overtime project to which he is temporarily transferred only after all regularly assigned seniority employees in the project are given an opportunity to work.

**11.14 TELEPHONE**

**11.14(a)** Employees must list a telephone number with their supervisor where they can be reached to compete for call-in overtime. Employees who do not list a telephone number with their supervisor where they can be reached are not entitled to call in overtime or report pay when overtime is canceled.

**11.14(b)** Employees will normally be notified of call-in overtime and overtime cancellations by telephone.

**11.14(c)** Telephone calls will be made by a supervisor or designated representative. Calls will be logged to indicate the time and date the call is made. Employees who cannot be contacted by documentable and verifiable means will be bypassed.

**11.15 ENTITLEMENT TO OVERTIME**

**11.15(a)** Daily overtime prior to shift in conjunction with the beginning of a shift will be offered as follows:

**11.15(a)(1)** Scheduled overtime prior to a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are present at work at the time the overtime is scheduled and who are scheduled to work a regular shift on the day the overtime is to be worked.

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**11.15(a)(2)** Call-in overtime prior to a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are scheduled to work a regular shift on the day the overtime is to be worked.

**11.15(a)(3)** The four (4) hour call-in pay provision does not apply to any overtime that is worked prior to shift in conjunction with the regular shift.

**11.15(b)** End of shift overtime will be offered as follows:

**11.15(b)(1)** Scheduled overtime at the end of a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are at work at the time the overtime is offered, and who are available to start work when the overtime is scheduled to start.

**11.15(b)(1)(a)** Employees who are at work when the overtime is offered, but who would have to clock out at the end of their shift and depart the premises, and clock back in at the time the overtime starts are not included in the group to be offered overtime.

**11.15(b)(1)(b)** Employees who are working on regular time at the time the overtime starts, and those employees who have already clocked out and left the premises when the overtime is offered are not included in the group to be offered overtime.

**11.15(b)(1)(c)** An employee with less overtime hours who becomes available for overtime after the overtime has begun will not be allowed to displace another employee from his overtime assignment.

**11.15(b)(2)** Work in progress. Any work assigned to, partially completed, but still in progress by an employee or group of employees, which would result in an excessive loss of production time to tie-in or instruct other employees on the status of the work completed or remaining to be done, may be continued by employee(s) who have been performing the work, if the work is continued in the same day.

**11.15(b)(3)** Call-in overtime after the shift has ended will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record.

**11.15(c)** Employees in an overtime project in the same classification with the same number of hours charged on the overtime record will be offered overtime by seniority.

**11.15(d)** An employee may indicate his desire to be by-passed for overtime by so initialing the overtime roster when posted. If overtime is anticipated, the overtime

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roster will be posted before the first break period and removed at the end of the lunch period.

**11.16 SCHEDULED OVERTIME ON NON-WORKDAYS**

**11.16(a)** 6<sup>th</sup> and 7<sup>th</sup> workday overtime will be offered on the last regular scheduled workday before the 6<sup>th</sup> and 7<sup>th</sup> workday as follows:

**11.16(a)(1)** Scheduled overtime for the 6<sup>th</sup> and 7<sup>th</sup> workday will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are at work when the overtime is offered. Employees who have completed their regular shift and left for the day on the day 6<sup>th</sup> and 7<sup>th</sup> workday overtime is offered are considered "at work" and are included in the group to be offered overtime. Employees who are on temporary layoff on the day 6<sup>th</sup> and 7<sup>th</sup> workday overtime is offered, will be considered "at work" and will be offered overtime.

**11.16(b)** Holiday overtime will be offered on the last regular scheduled workday before the holiday as follows:

**11.16(b)(1)** Scheduled overtime for a holiday will be offered to employees in the classification and overtime project that have the lowest number of overtime hours according to the overtime record who are at work at the time the overtime is offered. Employees who have completed their regular shift and left work for the day on the day holiday overtime is offered are considered "at work" and are included in the group to be offered overtime. Odd workweek employees are considered "at work" on their 6<sup>th</sup> and 7<sup>th</sup> day for the purpose of scheduling holiday overtime.

**11.16(c)** Employees on TDY are not considered at work for purposes of this until they report to work on their regular shift at their regular location upon returning from TDY.

**11.16(d)** On weekends or holidays, if 12 or more aircraft are required on the AM flight period, the first shift scheduler will be offered the overtime. If 12 or more aircraft are required in the PM or N1 flight periods, the second shift schedulers will be offered the overtime. If 12 or more aircraft are required in N2 flight period, the third shift scheduler will be offered overtime. Stand-by, RON, Static Displays and Center Fleet are excluded from these figures.

**11.17 CALL-IN OVERTIME ON NON-WORKDAYS**

**11.17(a)** Call-in overtime for the 6<sup>th</sup> and 7<sup>th</sup> workday will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are not normally scheduled to work the day the overtime is to be worked.

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**11.17(b)** Call-in overtime for holidays will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record.

**11.17(c)** Call-in overtime for holidays and 6<sup>th</sup> and 7<sup>th</sup> workdays will be offered within a shift period as defined in Section 10.6, to those employees regularly assigned to that shift provided they are contacted at least two (2) hours prior to the end of their shift period. Employees called in under this must clock in prior to the end of their shift period or will not be eligible for work.

**11.18 OVERTIME SCHEDULING OPTIONS**

If there are not sufficient volunteers within a classification and overtime project to work available overtime, including those in the same classification who are temporarily assigned to the project, or if all available employees within the classification and overtime project are working overtime, the Company may (1) require the low overtime employee(s) in the classification and overtime project to work, except for those employees who decline due to having in their possession, documentable and verifiable medical appointments; or (2) offer the overtime to the low overtime employee(s) in the same classification in another overtime project on the same shift and location; or (3) offer the overtime to the low overtime employee(s) in the same classification within the same overtime project on another shift, at the Company's option.

**11.18(a)** See Section 11.9 pertaining to probationary employee's entitlement to overtime.

**11.19 MISASSIGNMENTS OF OVERTIME**

If, at the time the overtime is offered, the employee offered the overtime is not more than six (6) hours higher than the employee who should have been offered the overtime, the misassignment will not be subject to the grievance and arbitration procedure. The Company's maximum liability under this is limited to the number of overtime hours worked by the employee who was misscheduled. Corrections will be made on a one-on-one basis. Any overtime misassignment known in advance and not reported to the supervisor will not be grievable. If the misassignment involves the selection of the wrong employee from a correct overtime roster, and the employee, steward or Committee Person reports the misassignment before the overtime is worked, the six (6) hours does not apply.

**11.20 ZEROING OUT OVERTIME ROSTER**

All employees will be credited with zero overtime hours on the second Monday immediately following ratification of this Agreement, and on the first Monday in January of every year thereafter.

**11.21 INFORMATION TECHNOLOGY SUPPORT**

In the Information Technology Support Unit, the Company will equalize overtime among all employees in the same classification.



## **ARTICLE 12 HOLIDAYS**

### **12.1 RECOGNIZED HOLIDAYS**

The Company recognizes the following 12 holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

### **12.2 ADDITIONAL HOLIDAYS**

In addition to the holidays listed above, the Company will observe any holidays declared as a legal holiday by Congress, the President or military authority and observed by the military where government employees are paid. (Example: "Moon Day", Eisenhower's death, etc.). Such holiday and observance shall be handled the same as a recognized holiday. If there is a military holiday for which government employees are not paid, which would otherwise require an employee to lose a day's pay, he may take one day of accrued personal leave or vacation leave, if available.

### **12.3 WHEN HOLIDAYS FALL ON WEEKENDS**

With the exception of the Christmas Eve and Christmas Day holidays, whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed as the regular holiday, and except as noted above, whenever one of the above holidays falls on Saturday, the Friday immediately preceding shall be observed as the regular holiday if officially declared a legal holiday and generally observed by the military at Fort Rucker. Said holiday falling on Saturday or Sunday and observed on the proceeding Friday or following Monday shall be considered the regular holiday.

### **12.4 HOLIDAY PAY**

An employee on the active payroll of the Company shall, if otherwise eligible, receive eight-(8) hours holiday pay at his regular rate of pay. In order to be eligible to receive holiday pay, an employee must have worked, or been excused his scheduled shift on his last workday immediately preceding such holiday and his scheduled shift on his first workday immediately following such holiday. An employee shall not receive holiday pay if the holiday occurs while he is on a leave of absence, or while he is on indefinite layoff.

### **12.5 WORK IF SCHEDULED**

If work is scheduled for any holiday and an employee is notified but fails to work as scheduled, unless excused there from, he shall not receive holiday pay for said holiday.

### **12.6 COMPANY DETERMINES IF THERE IS WORK**

The Company may, at its option, observe the above-recognized holidays by closing the facilities or scheduling work on holidays.

### **12.7 HOLIDAYS DURING VACATION**

If one or more of the above holidays occurs while an employee is on an authorized vacation, he shall receive pay for such holiday or holidays as specified in this Article. However, employees who take vacation leave during periods of disability are not eligible for holiday pay unless the vacation was scheduled prior to the date the disability leave of absence began.

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**12.8 ODD WORKWEEK IMPACT**

An employee working an odd workweek schedule shall be permitted to observe, without pay, if he desires his next regular workday following a holiday, as the holiday, if said holiday should occur on his regular day off. Notice will be given to the Company at least two (2) workdays prior to said regular day off if the employee desires an alternate holiday.



**ARTICLE 13 BULLETIN BOARDS**

**13.1 COMPANY PROVIDED**

The Company agrees to provide bulletin boards to be mutually agreed upon by the Company and the Union for exclusive use of the Union at appropriate places in the plant for the purpose of legitimate business of interest to the employees as follows: (a) notice of meetings, (b) notice of official Union elections and results, (c) notice of official Union appointments, (d) notice of Union recreational and social affairs, and (e) any other notice which must be specifically approved in writing by the Manager, Labor Relations or designee.

**13.2 SHOP STEWARDS RESPONSIBLE FOR UP KEEP**

It shall be the responsibility of the shop steward, Committee person, or Union officer to post authorized notices and such notices shall include only those specified above. The shop steward shall obtain permission from his supervisor immediately prior to posting such notices outside of designated break or lunch times. Such notices shall have suspense dates and shall be removed accordingly by the shop steward.

**ARTICLE 14 VACATION LEAVE****14.1 FISCAL YEAR BASIS**

Vacation leave shall be computed and scheduled on a fiscal year basis (October 1 through September 30). Vacation leave for seniority employees shall be computed as of October 1 of each year in accordance with their credited service in the preceding fiscal year, but in no event shall an employee accrue more than six (6) weeks vacation leave with 240 hours pay. Vacation leave must be taken during the fiscal year following the fiscal year in which it is earned. Vacation leave cannot be taken during the fiscal year in which it is earned.

**14.2 VACATION CREDITS**

Vacation leave will be credited to the employee's vacation account during the first week of each month, provided the employee worked at least 80 hours during the preceding month. Authorized military leave of fifteen (15) days or less, paid vacation leave, paid personal leave, jury duty leave, paid holidays, temporary Christmas layoff, and time spent by the Union Negotiating Committee on Union business and the first five (5) years of absences due to compensable injuries as defined by Worker's Compensation Act of Alabama will be considered as hours worked for the purpose of computing credited service for vacation leave purposes.

**14.3 SENIORITY STATUS REQUIRED**

Following successful completion of their probationary period, employees will be credited with earned vacation from date of hire. Employees must acquire seniority status before being eligible to take vacation earned for any vacation year.

**14.4 ADVANCE PAY**

Vacation pay will be advanced to the employee at the start of his vacation period, provided prior notice of two (2) weeks is given to his immediate supervisor in writing, unless an employee has less than two (2) weeks notice of the start of his vacation, in which event one-week notice may be given.

**14.5 IF VACATION IS CANCELED**

If an employee's scheduled vacation is canceled by the Company and the employee is not permitted to reschedule his vacation before the end of his vacation year because of production requirements, he shall receive vacation pay in lieu thereof, at his regular rate of pay in effect at the end of such vacation year.

**14.6 VACATION PAY AT TERMINATION OR LAYOFF**

In the event a seniority employee is indefinitely laid off or terminated for any reason, he will receive his total accumulated unused vacation leave earned as of the date of termination. An employee will receive vacation leave credit for the month in which he is terminated or indefinitely laid off, provided he has worked 80 hours in that month. Employees who displace other employees in a classification and ultimately get displaced by classification and are laid off will be paid for accrued leave at their rate of pay on the effective date of the initial layoff, provided the affected employees are laid off within 15 consecutive days from the initial layoff. Employees whose employment is extended beyond 15 days to meet contract requirements will be paid for accrued leave at their rate of pay on the effective date of the initial layoff.